

**FILED IN OFFICE**  
 CLERK OF SUPERIOR COURT  
 RICHMOND COUNTY, GEORGIA  
**2023RCCV00170**  
**AMANDA N. HEATH**  
**MAR 21, 2023 12:46 PM**

*Hattie Holmes Sullivan*  
 Hattie Holmes Sullivan, Clerk  
 Richmond County, Georgia

## IN THE SUPERIOR COURT OF RICHMOND COUNTY

## STATE OF GEORGIA

ROBERT M. TAYLOR, III, DEBORAH	)	
R. MANGUM, LEONARD K.	)	
SWEATMAN, SARAH W. ALEEM,	)	CIVIL ACTION FILE
HASSIE ALEXANDER, BETTYE M.	)	
ALLEN, CARRIE L. ANDERSON,	)	NO. _____
SHEILA S. ASH, TESSIE B. ATKINS,	)	
VERNIE L. ATKINS, MARY H.	)	
BARNETT, BEA BELL-THOMPSON,	)	
BOBBIE BENNEFIELD, JOYCE BISHOP,	)	
DARLENE F. BOYD, MARILYN	)	
BRADDY, ANGELA D. BROWN,	)	
COLLEEN D. BROWN, DEBORAH S.	)	
BROSKE, CYNTHIA E. BYRNES,	)	
MARJORIE J. CAIN, PAMELA JONES	)	
CANNON, MARY E. CARTER,	)	
ROSEMARY A. CARTER, SHARON N.	)	
CHAMINEAK, MARY L. CHEEK,	)	
CLARA LOU CLARK, JURICE COFER,	)	
AVA DENISE CONGER, THEODORE	)	
CONNER, DIANA CORDY, JOSIE	)	
CRAWFORD, MARYNELL CRAWFORD,	)	
CHERYL E. CRISLIP, ROSIE CRYER,	)	
VIVIAN DACUS, MARION T. DANIEL,	)	
CHERYL B. DAVENPORT, EDMOND	)	
DEKETELEARE, MARY HURST	)	
DeLONG, MARIANN S. DOLEZAL,	)	
GEORGE DAVID DOWD, DIANE	)	
EDENFIELD, ANN B. EDWARDS,	)	
CARMEN J. ESCARTIN, SUE SAIN	)	
ESTES, ARTHUR EVANS, JR., PEGGY	)	
LYNN EVANS, WANDA EVANS,	)	
CONNIE FAIRCLOTH, ELIZABETH	)	
FAISON, KAREN J. FAVORS,	)	
DOROTHY FERGUSON, FE	)	
FERNANDEZ-GARCIA, HENRY J.	)	
FLOWERS, DONNA FORD, DORIS	)	
FOREMAN, KAREN FOWLER, BENITA	)	
FREY, LULA FAYE FROELICH, EMILY	)	
WYNONA BURCH FULLER, EVELYN	)	
GAGNON, ROBBIE M. GILMORE,	)	
DANNY G. GLOVER, REANN	)	
GRANTUM, MINNIE GRISSETT-	)	
CUMMINGS, HARRIET GULLEDGE,	)	

SHARON DIANE GREENE, )  
 BOBBIE JEAN HARRIS, IRIS E. HARRIS,) )  
 PAMELA W. HARRISON, DEBRA J. )  
 HAWKES, LINDA HERRON, CAROL )  
 HIRS, LOIS V. HIXON, SUSAN G. )  
 HOUSE, KYLE E. HOWELL, JULIE )  
 HUGHES, NANCY P. INGLET, )  
 LORETTA IRBY, DWALA JACKSON, )  
 EUNICE W. JOHNSON, JERRY J. )  
 JOHNSON, LINDA B. JOHNSON, )  
 MARTHA F. JOHNSON, ELJENETTE )  
 JONES, NAOMI JONES, SUSIE JONES, )  
 FLORILEE JOWERS, TERRI KEENER, )  
 LILLIE CATHERINE LAMAR, )  
 ELIZABETH ANN LAMB, LAURIE )  
 LANGNER, ALLEN E. LEDBETTER, )  
 SANDRA L. LEDBETTER, DORIS A. )  
 LEE, DORIS LEWIS, KEN LITKE, )  
 PAMELA HENSLEY LONG, )  
 S. T. LOWE, JR., BARBARA K. LUTHER,) )  
 ERNESTINE MACKEY, AMELIA FAYE )  
 MADDOX, GWENDOLYN E. MANN, )  
 MAMIE McBRIDE, PAM McCASLIN, )  
 GEORGE J. MELLES, SHARON B. )  
 MERRITT, JOHN H. MESSICK, JR., )  
 KAREN MILLER, CAROLYN D. MILLS, )  
 BESSIE MIMS, LEOLA MIMS, GLORIA )  
 W. MONROE, PATRICIA A. MOSLEY, )  
 LAURA H. MOTES, ANNIE N. )  
 MURRAY, GEORGEANN NELSEN, )  
 DORIS I. NELSON, YVONNE NELSON, )  
 THELMA OVERSTREET, MARY JUNE )  
 OWENS, JOHN R. PEARSON, )  
 ROSAMMA PHILIP, JANET N. PIERCE, )  
 KATIE POPPELL, ALVERTA KAY )  
 POSS, NANCY G. POWELL, DONALD )  
 G. PRELESNIK, GENEVA J. PRINCE, )  
 DIANA S. REES, TONI WARR REESE, )  
 GRACE P. RILEY, GLORIA SANDERS, )  
 DEEDEE SEALS, SHIRLEY SELF, )  
 BARBARA A. SIKES, BETTY SMITH, )  
 MARTHA G. SMITH, ROBBIN )  
 SHARON SMITH, VICKI SMITH- )  
 KOHLER, REBECCA SNELLING, )  
 ARVID SODERBERG, ROBERT E. )  
 STANFORD, BERTHA STEVENS- )  
 DRAIDFORT, HAROLD W. STEWART, )



JR., FRANCES STOKES, PATRICIA	)
ABNEY STOKES, EULA O. STONE,	)
SYBIL SURRETT, CARMEN LUCIA	)
TAKACS, CLARISE TARVER,	)
JEANETTE THOMAS, TOM THOMAS,	)
JACQUELYN C. TYLER, MARY WADE,	)
DONNA W. WALKER, BARBARA	)
WALTON, CAROLYN WASHINGTON,	)
GeJUAN C. WATERS, DAVID L.	)
WHEELER, JULIA T. WHEELER,	)
CHARLES H. WHITE, DIANE J. WHITE,	)
SHARON G. WHITE, DEBORAH	)
WHITFIELD, DELORES WHITFIELD,	)
CAROLYN WILLAMS, MARY WILSON,	)
DEBRA WISE, JAMES WONG, JOY	)
WORKMAN, GEORGE YODER,	)
	)
PLAINTIFFS,	)
	)
VS.	)
	)
UNIVERSITY HEALTH SERVICES, INC.	)
and PIEDMONT HEALTHCARE, INC.,	)
	)
DEFENDANTS	)

**COMPLAINT FOR DECLARATORY JUDGMENT AND OTHER RELIEF**

NOW COME the Plaintiffs named in the above-captioned case and bring this their complaint against UNIVERSITY HEALTH SERVICES, INC. and PIEDMONT HEALTHCARE, INC. and, in support thereof, show:

1. That Plaintiffs named above are former employees of Defendant University Health Services, Inc. (“Defendant University Health Services”); were employed with Defendant University Health Services prior to January 1, 2005, and had thirty (30) or more years of continuous service with Defendant University Health Services as employees.

2. That Defendant University Health Services entered into a Lease with the Richmond County Hospital Authority, whereby the Hospital Authority leased its assets to

Defendant University Health Services in 1984 and began operating the University Hospital in Augusta, Georgia.

3. That Defendant University Health Services has operated the University Hospital in Augusta, Georgia since 1984 and has employed the Plaintiffs named above, as well as other employees.

4. That in March 2022, Defendant Piedmont Healthcare, Inc. ("Defendant Piedmont Healthcare") took over the operations of University Hospital in Augusta, Georgia and assumed certain obligations of Defendant University Health Services, including those contractual obligations set forth herein.

5. That in addition to the Plaintiffs named above, there are other employees who are still employed at Piedmont Healthcare who, like the Plaintiffs named above, were promised Medicare Supplement Insurance free of charge if they had been employed before January 1, 2005 and had thirty (30) or more years of continuous service. There are over two hundred (200) individuals who are still employed who have been promised this benefit upon retirement. Furthermore, there are thirteen (13) individuals age 60 to age 64 years who will be damaged if this benefit does not exist as promised.

6. That some additional individuals may join this action in the future.

7. That as part of their agreements with Defendant University Health Services, each of the Plaintiffs named above were furnished with written documentation in which Defendant University Health Services agreed that if that Plaintiff worked until he/she reached retirement age and was initially an employee prior to January 1, 2005 and had thirty (30) or more years of continuous service with Defendant University Health Services, then that Plaintiff would, upon reaching the age of 65 years, be furnished with a Medicare supplemental insurance policy at no cost – all as shown by Exhibit "A," and other similar documents provided to employees. Defendant



University Health Services advertised this as being a hidden salary and this policy was designed for the retention of employees.

8. That the agreements to provide a Medicare supplemental insurance policy free of charge was set forth in various documents included in the written documents furnished to each Plaintiff-employee as part of Defendant University Health Services' retirement benefit booklet.

9. That each of the Plaintiffs named above relied upon the written representations made as part of his/her agreement with Defendant University Health Services that if he/she were initially employed prior to January 1, 2005 and had thirty (30) years of continuous service, once he/she reached the age of 65 years or became Medicare eligible, then a Medicare supplemental policy would be provided by Defendant University Health Services free of charge. Defendant University Health Services referred to this as a "hidden paycheck" and each of these Plaintiffs relied on being able to receive this hidden paycheck once they met the criteria set forth herein.

10. That the agreement was made in part to keep the turnover of employees low since long term employees could have this substantial benefit once they retired.

11. That the agreement Defendant University Health Services made in writing to each of the Plaintiff-employees as set forth on Exhibit "A," is part of the agreements and was a written document accepted and relied upon by each of the Plaintiffs named above in his/her decision to continue to work for Defendant University Health Services so that he/she would have thirty (30) years of continuous service.

12. That the Defendants have now informed the Plaintiffs named above that this lifetime benefit will not necessarily be effective in the future and that Defendant Piedmont Healthcare takes the position that these benefits are now only being paid by it voluntarily and not

pursuant to the promises made to the Plaintiffs that if they continued to work at Defendant University Health Services that this benefit would be paid. This uncertainty makes it difficult for the older Plaintiffs to plan their future – all as shown by a letter sent out by Defendant Piedmont, as shown by Exhibit “B” attached hereto.

13. That based upon information and belief, the Defendants have taken the position that there was no agreement between the Defendants and the Plaintiffs that this benefit would be provided for life of each Plaintiff.

14. That on or about the same time Defendant University Health Services announced that these benefits were not guaranteed as set forth in Exhibit “A,” Defendant University Health Services entered into an Executive Restrictive Covenant and Severance Agreement with its Chief Executive Officer, as shown by Exhibit “C” attached hereto, whereby it would pay a severance pay of three (3) years of compensation in excess of \$5 million.

15. That despite the fact that Defendant Piedmont Healthcare assumed the contractual obligations of Defendant University Health Services, it refuses to inform the Plaintiffs named above that it will abide by the obligations of Defendant University Health Services and provide the benefit for their lives.

16. That there exists uncertainty as to whether these contractual benefits will continue in the future as promised by Defendant University Health Services.

17. That this uncertainty causes damages to each Plaintiff named above, in that retirement plans for those on a fixed income are difficult to make when they face the uncertainty as to the payment of medical insurance in their older age.

18. That this Court should declare under the Declaratory Judgment Act that the Defendants cannot terminate the contract that they have with each of the Plaintiffs named above and that both Defendants are obligated to pay these benefits for the life of each Plaintiff.



19. That the Defendants are acting in bad faith, are being stubbornly litigious, and are causing the Plaintiffs unnecessary trouble and expense.

20. That Plaintiffs are entitled to attorney's fees under the provisions of O.C.G.A. §13-9-11 due to the bad faith of the Defendants, the fact that the Defendants are being stubbornly litigious, and are causing the Plaintiffs unnecessary trouble and expense.

WHEREFORE, Plaintiffs pray:

(a) That process issue requiring each Defendant to answer this complaint;

(b) That the Court issue a declaratory judgment declaring that the Defendants and their successors and assigns are required to honor the terms and provisions of the agreements attached hereto and marked Exhibit "A" and to provide for the Plaintiffs named above the Medicare supplement benefit policies free of charge as was agreed for each of their lives;

(c) That all costs of these proceedings, including Plaintiffs' attorney's fees, be paid by the Defendants;

(d) That Plaintiffs have such other and further relief as is just and equitable.

This 21<sup>st</sup> day of March, 2023.

/s/ **John B. Long**

JOHN B. LONG, ESQ.

Georgia State Bar No. 457200

/s/ **Thomas W. Tucker**

THOMAS W. TUCKER, ESQ.

Georgia State Bar No. 717975

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# University Health Services, Inc.

## Retiree Benefit Rates 2017

### University Health Plans Monthly Premiums for UH Retirees under Age 65 (Non-Medicare Eligible)

	Choice	Choice Plus	HSA Saver Plan
Retiree Only (or Spouse only)	\$170.34	\$232.08	\$127.75
Retiree - Child	\$282.08	\$384.33	\$211.56
Retiree - Children	\$317.51	\$432.60	\$238.14
Retiree - Spouse	\$375.52	\$509.11	\$281.64
Retiree - Family	\$563.22	\$765.23	\$422.41

Please see Retiree Benefit Guide for details.

### CIGNA

#### Portable Term Life Insurance Employee, Spouse, and Child Life Insurance with AD&D Benefit

You will need to contact CIGNA directly for information at 1-800-423-1282. Premiums will vary based on your coverage amount and age. You will pay directly to CIGNA.

#### SPECIAL NOTE:

You will not receive CIGNA continuation information from the University Hospital Human Resources department. You must contact CIGNA at the phone number above.

### United Concordia Monthly Premiums

**SPECIAL NOTE:** Dental coverage is not a part of the medical plan.

	Single	Family
High	\$40.72	\$81.23
Low	\$27.25	\$39.60

Please refer to the Retiree Benefit Guide for details.

### Unum Long Term Care

If you would like to continue these policies you will need to contact Colonial/UNUM directly at 1-706-667-8227 or 1-888-744-2023.

All payments made directly to UNUM.

#### SPECIAL NOTE:

You will not receive UNUM continuation information from the UH Human Resources department.

### VOYA

#### Insurance Policies Accident, Critical Illness and Disability

You will not receive VOYA continuation information from the University Hospital Human Resources department. If you would like to continue these policies, you will need to contact VOYA at 877-236-7564.

### Humana

#### Monthly Vision Premiums

**SPECIAL NOTE:** Vision coverage is not a part of the medical plan.

Individual	\$7.14
Retiree and Spouse	\$13.55
Retiree and Child(ren)	\$14.26
Retiree and family	\$20.95

Please refer to the Retiree Benefit Guide for details.

United Healthcare/AARP Medicare Supplement Benefit At Age 65 or Once Medicare Eligible Retiree and/or Spouse (Retirees of UH with 30 or more Years of continuous service at retirement are FREE.)

Individual Monthly Premium varies depending on age and location. This premium will be paid directly to United Healthcare/AARP. Rate and plan information will be sent directly to the retiree when an application is submitted.

### Pharmacy Benefits

	UH Employee Pharmacy	Retail Pharmacies	Mail Order
Day Supply	30/90	30/90	90
Generic	\$5/\$10	\$10/\$30	\$22.50
Preferred Brand	\$20/\$40	\$40/\$100	\$90
Non-Preferred Brand	\$50/\$100	\$80/\$200	\$195
Cost Over \$750	\$75/\$150	\$125/\$375	\$300
Specialty Medication	\$0	Tier copay applies	Tier copay applies

OUT OF POCKET LIMIT FOR PRESCRIPTIONS FOR CHOICE OR CHOICE PLUS PLANS:  
\$750 INDIVIDUAL/\$1500 FAMILY

**SPECIAL NOTE:** This is not a Part D Plan. Medicare eligible retirees can purchase prescriptions from the University Hospital Pharmacy at cost and dependents at cost plus 32%.

### Disease Management - Care Targeted Benefits

Care Targeted Benefits are a special \$300 incentive that you can earn to help offset certain out-of-pocket expenses. Care Targeted Benefits dollars are awarded to members who take an active role in a UMR disease management program.

Adults over 18 that are identified as appropriate candidates are eligible for the \$300 benefit to be used toward copays, deductible and coinsurance when they participate in one or more of the disease management programs related to Diabetes, Heart disease, Asthma, Heart failure, or Chronic obstructive pulmonary disease (COPD).



# University Health Services, Inc.

## Retiree Benefit Rates 2016

### University Health Plans Monthly Premiums for UH Retirees under Age 65 (Non-Medicare Eligible)

Choice (High Deductible Plan)	
Retiree Only (or Spouse only)	\$140.50
Retiree + Child	\$232.67
Retiree + Children	\$261.90
Retiree + Spouse	\$316.01
Retiree + Family	\$470.46

Choice Plus (Low Deductible Plan)	
Retiree Only (or Spouse only)	\$191.21
Retiree + Child	\$316.65
Retiree + Children	\$356.42
Retiree + Spouse	\$427.16
Retiree + Family	\$637.72

Please see Retiree Benefit Guide for details.

### Humana Monthly Vision Premiums SPECIAL NOTE: Vision coverage is not a part of the medical plan.

Individual	\$7.14
Retiree and Spouse	\$13.55
Retiree and Child(ren)	\$14.26
Retiree and family	\$20.95

Please refer to the Retiree Benefit Guide for details.

### United Healthcare/AARP Medicare Supplement Benefit At Age 65 or Once Medicare Eligible

Retiree and/or Spouse  
(Retirees of UH with 30 or more  
Years of continuous service at  
retirement are FREE.)

Individual Monthly Premium  
varies depending on age and  
location

This premium will be paid directly  
to United Healthcare/AARP.

Rate and plan information will be  
sent directly to the retiree when an  
application is submitted.

### United Concordia Monthly Premiums SPECIAL NOTE: Dental coverage is not a part of the medical plan.

	Single	Family
High	\$38.68	\$76.66
Low	\$26.05	\$37.63

Please refer to the Retiree  
Benefit Guide for details.

### Unum Long Term Care

If you would like to continue these  
policies you will need to contact  
Colonial/UNUM directly at 1-706-  
667-8227 or 1-888-744-2023.

All payments made directly to  
UNUM.

SPECIAL NOTE:  
You will not receive UNUM  
continuation information from the  
UH Human Resources department.

### CIGNA

Portable Term Life Insurance  
Employee, Spouse, and Child Life  
Insurance with AD&D Benefit  
You will need to contact CIGNA  
directly for information at 1-800-423-  
1282. Premiums will vary based on  
your coverage amount and age. You  
will pay directly to CIGNA.

SPECIAL NOTE:  
You will not receive CIGNA  
continuation information from the  
University Hospital Human Resources  
department. You must contact  
CIGNA at the phone number above.

### VOYA

Insurance Policies  
Accident, Critical Illness and  
Disability

You will not receive VOYA  
continuation information from the  
University Hospital Human Resources  
department. If you would like to  
continue these policies, you will need  
to contact VOYA at 877-236-7564.

### Pharmacy Benefits

	UH Employee Pharmacy	Retail Pharmacies	Mail Order
Day Supply	30/90	30/90	90
Generic	\$5/\$10	\$10/\$30	\$22.50
Preferred Brand	\$20/\$40	\$40/\$100	\$90
Non-Preferred Brand	\$50/\$100	\$80/\$200	\$195
Cost Over \$750	\$75/\$150	\$125/\$375	\$300
Specialty Medication	\$0	Tier copay applies	Tier copay applies

OUT OF POCKET LIMIT FOR PRESCRIPTIONS FOR CHOICE OR CHOICE PLUS PLANS:  
\$750 INDIVIDUAL/\$1500 FAMILY

SPECIAL NOTE: This is not a Part D Plan. Medicare eligible retirees can purchase  
prescriptions from the University Hospital Pharmacy at cost and dependents at cost plus 32%.

### Disease Management – Care Targeted Benefits

Care Targeted Benefits are a special \$300 incentive that you can earn to help offset certain  
out-of-pocket expenses. Care Targeted Benefits dollars are awarded to members who take an  
active role in a UMR disease management program.

Adults over 18 that are identified as appropriate candidates are eligible for the \$300 benefit to  
be used toward copays, deductible and coinsurance when they participate in one or more of  
the disease management programs related to Diabetes, Heart disease, **Exhibit A** Heart failure,  
or Chronic obstructive pulmonary disease (COPD). **Page 10 of 225**



Jackie Tyler 6/13

# University Health Services, Inc.

## Retiree Benefit Rates 2015

### University Health Plans Monthly Premiums for UH Retirees under Age 65 (Non-Medicare Eligible)

#### Choice (High Deductible Plan)

Retiree Only (or Spouse only)	\$133.81
Retiree + Child	\$221.59
Retiree + Children	\$249.43
Retiree + Spouse	\$300.96
Retiree + Family	\$448.06

#### Choice Plus (Low Deductible Plan)

Retiree Only (or Spouse only)	\$182.11
Retiree + Child	\$301.57
Retiree + Children	\$339.45
Retiree + Spouse	\$406.82
Retiree + Family	\$607.35

Please see Retiree Benefit Guide for details.

### United Concordia Monthly Premiums SPECIAL NOTE: Dental coverage is not a part of the medical plan.

	Single	Family
High	\$38.68	\$76.66
Low	\$26.05	\$37.63

Please refer to the Retiree  
Benefit Guide for details.

### CIGNA

#### Portable Term Life Insurance Employee, Spouse, and Child Life Insurance with AD&D Benefit

You will need to contact CIGNA  
directly for information at 1-800-362-  
4462. Premiums will vary based on  
your coverage amount and age. You  
will pay directly to CIGNA.

#### SPECIAL NOTE:

You will not receive CIGNA  
continuation information from the  
University Hospital Human Resources  
department. You must contact  
CIGNA at the phone number above.

### Unum Long Term Care

If you would like to continue these  
policies you will need to contact  
Colonial/UNUM directly at 1-706-  
667-8227 or 1-888-744-2023.

All payments are made directly to  
UNUM.

#### SPECIAL NOTE:

You will not receive UNUM  
continuation information from the  
University Hospital Human  
Resources department.

### Allstate

#### Insurance Policies Accident, Critical Illness and Disability

You will not receive Allstate  
continuation information from the  
University Hospital Human Resources  
department. If you would like to  
continue these policies, you will need  
to contact Allstate directly at 1-800-  
521-3535.

### EyeMed

#### Monthly Vision Premiums

SPECIAL NOTE: Vision coverage  
is not a part of the medical plan.

Individual	\$7.14
Retiree and Spouse	\$13.55
Retiree and Child(ren)	\$14.26
Retiree and family	\$20.95

Please refer to the Retiree Benefit  
Guide for details.

### United Healthcare/AARP Medicare Supplement Benefit At Age 65 or Once Medicare Eligible

\* Retiree and/or Spouse  
(Retirees of UH with 30 or more  
Years of continuous service at  
retirement are FREE.)

Individual Monthly Premium  
varies depending on age and  
location

This premium will be paid directly  
to United Healthcare/AARP.

Rate and plan information will be  
sent directly to the retiree when an  
application is submitted.

### 2015 Prescription Benefits

	UH Employee Pharmacy	UH Partner Pharmacies	Retail Pharmacies	Mail Order
Day Supply	30/90	30/90	30/90	90
Generic	\$5/\$10	\$10/\$25	\$15/\$45	\$37.50
Preferred Brand	\$20/\$40	\$30/\$75	\$50/\$150	\$90
Non-Preferred Brand	\$50/\$100	\$60/\$150	\$80/\$240	\$187.50
Cost Over \$750	\$75/\$150	\$100/\$250	\$125/\$375	\$250

OUT OF POCKET LIMIT FOR PRESCRIPTIONS FOR CHOICE OR CHOICE PLUS PLANS:  
\$750 INDIVIDUAL/\$1500 FAMILY

#### UH Partner Retail Pharmacies WalMart Pharmacy Locations

1201 Knox Avenue, North Augusta, SC 29841	803-279-0545
3209 Deans Bridge Road, Augusta, GA 30906	706-792-9323
1500 N Liberty Street, Waynesboro GA 30830	706-437-8380
5010 Steiner Way, Grovetown GA 30813	706-860-8883
260 Bobby Jones Expressway, Augusta GA 30907	706-860-0170
2205 Harrison Road SE, Thomson GA 30824	706-595-0615
4469 Washington Road, Evans GA 30809	706-854-1516
3338 Wrightsboro Road, Augusta GA 30909	706-941-5317
2035 Whiskey Road, Aiken SC 29803	803-648-7766

SPECIAL NOTE: This is not a Part D Plan. Medicare eligible Retirees can purchase  
prescriptions from the University Hospital Pharmacy at cost and dependents at cost plus 32%.  
Exhibit A



# University Health Services, Inc.

## Retiree Benefit Rates 2014

### University Health Plans Monthly Premiums for UH Retirees under Age 65 (Non-Medicare Eligible)

#### Choice (High Deductible Plan)

Retiree Only (or Spouse only)	\$117.44
Retiree + Child	\$194.48
Retiree + Children	\$218.92
Retiree + Spouse	\$264.14
Retiree + Family	\$393.24

#### Choice Plus (Low Deductible Plan)

Retiree Only (or Spouse only)	\$159.83
Retiree + Child	\$264.68
Retiree + Children	\$297.92
Retiree + Spouse	\$357.04
Retiree + Family	\$533.04

Please see Retiree Benefit Guide for details.

### University Health Plans Prescription Co-pay (Non-Medicare Eligible)

#### UH Pharmacy 30 Day Supply

Tier 1	Generic	\$5.00
Tier 2	Formulary	\$20.00
Tier 3	Non-Formulary	\$50.00
Tier 4	Over \$750 in cost	\$75.00

#### UH Pharmacy 60 Day Supply

Tier 1	Generic	\$8.00
Tier 2	Formulary	\$30.00
Tier 3	Non-Formulary	\$90.00
Tier 4	Over \$750 in cost	\$125.00

#### Other Pharmacies 30 Day Supply

Tier 1	Generic	\$15.00
Tier 2	Formulary	\$40.00
Tier 3	Non-Formulary	\$75.00
Tier 4	Over \$750 in cost	\$100.00

#### Other Pharmacies 60 Day Supply

Tier 1	Generic	\$30.00
Tier 2	Formulary	\$80.00
Tier 3	Non-Formulary	\$150.00
Tier 4	Over \$750 in cost	\$200.00

**SPECIAL NOTE:** This is not a Part D Plan. Medicare eligible Retirees can purchase prescriptions from the University Hospital Pharmacy at cost plus 34%.

**United Concordia**  
Monthly Premiums  
**SPECIAL NOTE:** Dental coverage is not a part of the medical plan. Please complete the enrollment form to elect coverage.

	Single	Family
High	\$37.74	\$74.79
Low	\$25.42	\$36.71

Please refer to the 2014 Retiree Benefit Guide for details.

**EyeMed**  
Monthly Vision Premiums  
**SPECIAL NOTE:** Vision coverage is not a part of the medical plan.

Individual	\$7.14
Retiree and Spouse	\$13.55
Retiree and Child(ren)	\$14.26
Retiree and family	\$20.95

Please refer to the 2014 Retiree Benefit Guide for details.

**United Healthcare/AARP**  
Medicare Supplement Benefit At  
Age 65 or Once Medicare  
Eligible

Retiree and/or Spouse  
(Retirees of UH with 30 or more  
Years of continuous service at  
retirement are FREE.)

Individual Monthly Premium  
varies depending on age and  
location

*This premium will be paid directly  
to United Healthcare/AARP.*  
Rate and plan information will be  
sent directly to the retiree when an  
application is submitted.

**CIGNA**  
Portable Term Life Insurance  
Employee, Spouse, and Child Life  
Insurance with AD&D Benefit

You will need to contact CIGNA directly for information at 1-800-362-4462. Premiums will vary based on your coverage amount and age. You will pay directly to CIGNA.

**SPECIAL NOTE:**  
You will not receive CIGNA continuation information from the University Hospital Human Resources department. You must contact CIGNA at the phone number above.

### Unum Long Term Care

If you would like to continue these policies you will need to contact Colonial/UNUM directly at 1-706-667-8227 or 1-888-744-2023.

All payments are made directly to UNUM.

**SPECIAL NOTE:**  
You will not receive UNUM continuation information from the University Hospital Human Resources department.

**Allstate**  
Insurance Policies  
Accident, Critical Illness and  
Disability

You will not receive Allstate continuation information from the University Hospital Human Resources department. If you would like to continue these policies, you will need to contact Allstate directly at 1-800-521-3535.

Employees hired after 1/1/2005 are not eligible for Retiree Benefits.

10/8/2013



# University Health Services, Inc.

## Retiree Benefit Rates 2013

### University Health Plans Monthly Premiums for UH Retirees under Age 65 (Non-Medicare Eligible)

#### Choice (High Deductible Plan)

Retiree Only (or Spouse only)	\$111.85
Retiree + Child	\$185.22
Retiree + Children	\$208.49
Retiree + Spouse	\$251.56
Retiree + Family	\$374.52

#### Choice Plus (Low Deductible Plan)

Retiree Only (or Spouse only)	\$152.22
Retiree + Child	\$252.07
Retiree + Children	\$283.73
Retiree + Spouse	\$340.04
Retiree + Family	\$507.66

Please see Retiree Benefit Guide for details.

### University Health Plans Prescription Co-pay (Non-Medicare Eligible)

#### UH Pharmacy 30 Day Supply

Tier 1 Generic	\$5.00
Tier 2 Formulary	\$20.00
Tier 3 Non-Formulary	\$50.00
Tier 4 Over \$750 in cost	\$75.00

#### UH Pharmacy 60 Day Supply

Tier 1 Generic	\$8.00
Tier 2 Formulary	\$30.00
Tier 3 Non-Formulary	\$90.00
Tier 4 Over \$750 in cost	\$125.00

#### Other Pharmacies 30 Day Supply

Tier 1 Generic	\$15.00
Tier 2 Formulary	\$40.00
Tier 3 Non-Formulary	\$75.00
Tier 4 Over \$750 in cost	\$100.00

#### Other Pharmacies 60 Day Supply

Tier 1 Generic	\$30.00
Tier 2 Formulary	\$80.00
Tier 3 Non-Formulary	\$150.00
Tier 4 Over \$750 in cost	\$200.00

**SPECIAL NOTE:** This is not a Part D Plan. Medicare eligible Retirees can purchase prescriptions from the University Hospital Pharmacy at cost and dependents at cost plus 34%.

### United Concordia Monthly Premiums

**SPECIAL NOTE:** Dental coverage is not a part of the medical plan. Please complete the enrollment form to elect coverage.

	Single	Family
High	\$37.74	\$74.79
Low	\$25.42	\$36.71

Please refer to the 2013 Retiree Benefit Guide for details.

### EyeMed

#### Monthly Vision Premiums

**SPECIAL NOTE:** Vision coverage is not a part of the medical plan.

Individual	\$7.14
Retiree and Spouse	\$13.55
Retiree and Child(ren)	\$14.26
Retiree and family	\$20.95

Please refer to the 2013 Retiree Benefit Guide for details.

### United Healthcare/AARP Medicare Supplement Benefit At Age 65 or Once Medicare Eligible

Retiree and/or Spouse.  
(Retirees of UH with 30 or more  
Years of continuous service at  
retirement are FREE.)

Individual Monthly Premium  
varies depending on age and  
location

*This premium will be paid directly  
to United Healthcare/AARP.  
Rate and plan information will be  
sent directly to the retiree when an  
application is submitted.*

### CIGNA

#### Portable Term Life Insurance Employee, Spouse, and Child Life Insurance with AD&D Benefit

You will need to contact CIGNA directly for information at 1-800-362-4462. Premiums will vary based on your coverage amount and age. You will pay directly to CIGNA.

#### **SPECIAL NOTE:**

You will not receive CIGNA continuation information from the University Hospital Human Resources department. You must contact CIGNA at the phone number above.

### Unum Long Term Care

If you would like to continue these policies you will need to contact Colonial/UNUM directly at 1-706-667-8227 or 1-888-744-2023.

All payments are made directly to UNUM.

#### **SPECIAL NOTE:**

You will not receive UNUM continuation information from the University Hospital Human Resources department.

### Allstate Insurance Policies Accident, Critical Illness and Disability

You will not receive Allstate continuation information from the University Hospital Human Resources department. If you would like to continue these policies, you will need to contact Allstate directly at 1-800-521-3535.

Employees hired after 1/1/2005 are not eligible for Retiree Benefits.

12/19/12



# University Health Services, Inc.

## Retiree Benefit Rates 2011

### University Health Plans Monthly Premiums for UH Retirees under Age 65 (Non-Medicare Eligible)

#### Choice (High Deductible Plan)

Retiree Only (or Spouse only)	\$108.33
Retiree + Child	\$179.22
Retiree + Children	\$201.74
Retiree + Spouse	\$241.89
Retiree + Family	\$313.07

#### Choice Plus (Low Deductible Plan)

Retiree Only (or Spouse only)	\$124.45
Retiree + Child	\$206.10
Retiree + Children	\$231.98
Retiree + Spouse	\$281.32
Retiree + Family	\$368.32

Please see Retiree Benefit Guide for details.

### University Health Plans Prescription Co-pay (Non-Medicare Eligible)

#### UH Pharmacy 30 Day Supply

Tier 1 Generic	\$5.00
Tier 2 Brand	\$20.00
Tier 3 Hi Brand	\$50.00

#### UH Pharmacy 60 Day Supply

*Tier 1 Generic	\$8.00
*Tier 2 Brand	\$30.00
*Tier 3 Hi Brand	\$90.00

#### Other Pharmacies 30 Day Supply

Tier 1 Generic	\$15.00
Tier 2 Brand	\$40.00
Tier 3 Hi Brand	\$75.00

#### Other Pharmacies 60 Day Supply

*Tier 1 Generic	\$30.00
*Tier 2 Brand	\$80.00
*Tier 3 Hi Brand	\$150.00

**SPECIAL NOTE:** This is not a Part D Plan. Medicare eligible Retirees can purchase prescriptions from the University Hospital Pharmacy at cost and dependents at cost plus 34%.

### Delta Dental

#### Monthly Premiums

**SPECIAL NOTE:** Dental coverage is not a part of the medical plan. Please complete the Dental enrollment form to elect coverage.

	Single	Family
High	\$38.07	\$75.46
Low	\$25.65	\$37.04

Please refer to the 2011 Retiree Benefit Guide for details.

### EyeMed

#### Monthly Vision Premiums

**SPECIAL NOTE:** Vision coverage is not a part of the medical plan. Please complete the Vision enrollment form to elect coverage.

Individual	\$7.13
Retiree and Spouse	\$13.55
Retiree and Child(ren)	\$14.26
Retiree and family	\$20.95

Please refer to the 2011 Retiree Benefit Guide for details.

**United Healthcare/AARP  
Medicare Supplement Benefit  
Rates At Age 65 or Once  
Medicare Eligible  
Retiree and/or Spouse Monthly  
Rates (Retirees of UH with 30  
or more Years of continuous  
service are FREE.)**

Individual Monthly Premium  
varies depending on age and  
location

*This premium will be paid directly  
to United Healthcare/AARP.  
Rate and plan information will be  
sent directly to the retiree when an  
application is submitted.*

### CIGNA

#### Portable Term Life Insurance Employee, Spouse, and Child Life Insurance with AD&D Benefit

You will need to contact CIGNA directly for information at 1-800-362-4462. Premiums will vary based on your coverage amount and age. You will pay directly to CIGNA.

**SPECIAL NOTE:**  
You will not receive CIGNA continuation information from the University Hospital Human Resources department. You must contact CIGNA at the phone number above.

### Unum Long Term Care Colonial Universal Life Insurance Medical Bridge Short Term Disability

If you would like to continue these policies you will need to contact Colonial/UNUM directly at 1-706-667-8227 or 1-888-744-2023.

All payments are made directly to Colonial/UNUM.

**SPECIAL NOTE:**  
You will not receive Colonial / UNUM continuation information from the University Hospital Human Resources department.

### AIG

#### Insurance Policies Cancer and Accident

You will not receive AIG continuation information from the University Hospital Human Resources department. If you would like to continue these policies, you will need to contact AIG directly at 1-800-308-6457.

All payments are made directly to AIG.

Employees hired after 1/1/2005 are not eligible for Retiree Benefits.

Revised 11/3/10



# University Health Services, Inc.

## Retiree Benefit Rates 2010

### University Health Plans Monthly Premiums for UH Retirees under Age 65 (Non-Medicare Eligible)

Retiree Only (or Spouse only)	\$116.59
Retiree + Child	\$187.97
Retiree + Children	\$218.99
Retiree + Spouse	\$262.92
Retiree + Family	\$306.93

**Aetna/Supplemental Medical Benefit Rates  
At Age 65 or Once Medicare Eligible  
Retiree and or Spouse Monthly Rates  
(Retirees of UH with 30 or more Years of  
continuous service are FREE.)**

**Individual Monthly Premium** \$59.70  
*This premium will be paid directly to Aetna.*  
**Please refer to the 2010 Retiree Benefit Guide**

### University Health Plans Prescription Co-pay (Non-Medicare Eligible)

**UH Pharmacy 30 Day Supply**

Tier 1 Generic	\$5.00
Tier 2 Brand	\$15.00
Tier 3 Hi Brand	\$45.00

**UH Pharmacy 60 Day Supply**

*Tier 1 Generic	\$8.00
*Tier 2 Brand	\$25.00
*Tier 3 Hi Brand	\$80.00

**Mail Order and  
Other Pharmacies 30 Day Supply**

Tier 1 Generic	\$15.00
Tier 2 Brand	\$30.00
Tier 3 Hi Brand	\$65.00

**Mail Order and  
Other Pharmacies 60 Day Supply**

*Tier 1 Generic	\$30.00
*Tier 2 Brand	\$60.00
*Tier 3 Hi Brand	\$130.00

\*60 Day supply of Catalyst approved chronic maintenance drugs only.

**SPECIAL NOTE: This is not a Part D Plan.  
Medicare Eligible Retirees Can Purchase  
Prescriptions From The University Hospital  
Pharmacy at Cost.**

**Delta Dental  
Monthly Premiums**  
**SPECIAL NOTE: Dental  
coverage is not a part of the  
medical plan. Please complete the  
Dental enrollment form to elect  
coverage.**

	Single	Family
High	\$37.69	\$74.71
Low	\$25.40	\$36.67

**Please refer to the 2010 Retiree  
Benefit Guide for details.**

**EyeMed  
Monthly Vision Premiums**  
**SPECIAL NOTE: Vision coverage  
is not a part of the medical plan.  
Please complete the Vision  
enrollment form to elect coverage.**

Individual	\$7.20
Retiree and Spouse	\$13.68
Retiree and Child(ren)	\$14.40
Retiree and family	\$21.16

**Please refer to the 2010 Retiree  
Benefit Guide for details.**

### AIG Insurance Policies Cancer and Accident

You will not receive AIG  
continuation information from the  
University Hospital Human Resources  
department. If you would like to  
continue these policies, you will need  
to contact AIG directly at 1-800-308-  
6457.

All payments are made directly to  
AIG.

**Path2College (GA HESP)**  
You will need to contact GA HESP  
directly for information at  
877-424-4377 or (web address)  
[www.gacollegesavings.com](http://www.gacollegesavings.com)

### ING/ReliaStar LIFE Portable Term Life Insurance Employee, Spouse, and Child Life Insurance with AD&D Benefit

If you are retiring before 12/31/2009,  
Human Resources will supply ING  
conversion paperwork, if requested.

\*\*Premium will vary based on your  
coverage amount and age. You will  
pay directly to ING/ReliaStar.

### CIGNA Portable Term Life Insurance Employee, Spouse, and Child Life Insurance with AD&D Benefit New Carrier Effective 1/1/2010

You will need to contact CIGNA  
directly for information at 1-800-362-  
4462. Premiums will vary based on  
your coverage amount and age. You  
will pay directly to CIGNA.

**SPECIAL NOTE:**  
You will not receive CIGNA  
continuation information from the  
University Hospital Human Resources  
department. You must contact  
CIGNA at the phone number above.

### Unum Long Term Care Colonial Universal Life Insurance Medical Bridge Short Term Disability

If you would like to continue these  
policies you will need to contact  
Colonial/UNUM directly at 1-706-  
667-8227 or 1-888-744-2023.

All payments are made directly to  
Colonial/UNUM.

**SPECIAL NOTE:**  
You will not receive Colonial /  
UNUM continuation information  
from the University Hospital  
Human Resources department.

**Employees hired after 1/1/2005 are not  
eligible for Retiree Benefits.**

Revised 10/16/09



Apr. 3. 2008 12:07PM

UH HR

No. 2322 P. 1

**RETIREE RATE SHEET****University Health Plans Monthly Premiums  
for UH Retirees Under Age 65  
(Non-Medicare Eligible).**

Retiree Only	\$102.90
Retiree + Child	\$165.90
Retiree + Children	\$193.20
Retiree + Spouse	\$232.05
Family	\$270.90

**Coventry Medicare/Supplemental Medical  
Benefit Rates**

**At Age 65 or Once Medicare Eligible  
Retiree Monthly Rate Based on State of  
Residency. (30 Years or more FREE.)**

State	Premium Plan
Florida	\$114.12
Georgia	\$45.06
Massachusetts	\$63.68
Michigan	\$46.07
North Carolina	\$80.08
South Carolina	\$92.00
West Virginia	\$79.12
Texas	\$58.21
California	\$58.21

**Coventry Medicare/Supplemental Medical  
Benefit Rates For Retiree's Spouse Based on  
State of Residency.**

State	Premium Plan
Florida	\$114.12
Georgia	\$45.06
Massachusetts	\$63.68
Michigan	\$46.07
North Carolina	\$80.08
South Carolina	\$92.00
West Virginia	\$79.12
Texas	\$58.21
California	\$58.21

\* If your state is not listed with a rate, please  
contact your HR Consultant.

**Dental Benefits  
University Health Plans**

	Single	Family
High	\$20.00	\$40.00
Low	\$10.00	\$20.00

**Vision Benefits  
EyeMed**

**SPECIAL NOTE:** Vision coverage  
is no longer a part of the medical  
plan. Please complete the Vision  
enrollment form to elect coverage.

**Monthly Rates:**

Individual	\$7.10
Retiree and Spouse	\$13.48
Retiree and Child(ren)	\$14.18
Retiree and family	\$20.84

Please refer to the 2008 Retiree  
Benefit Guide for details.

**University Health Plans  
Prescription Benefit  
(Non-Medicare Eligible).**

UH Pharmacy 30 Day Supply	
Tier 1 Generic	\$5.00
Tier 2 Brand	\$15.00
Tier 3 Hi Brand	\$45.00

UH Pharmacy 60 Day Supply	
*Tier 1 Generic	\$8.00
*Tier 2 Brand	\$25.00
*Tier 3 Hi Brand	\$80.00

Other Pharmacies 30 Day Supply	
Tier 1 Generic	\$15.00
Tier 2 Brand	\$30.00
Tier 3 Hi Brand	\$65.00

Other Pharmacies 60 Day Supply	
*Tier 1 Generic	\$30.00
*Tier 2 Brand	\$60.00
*Tier 3 Hi Brand	\$130.00

\*60 Day supply of Catalyst approved  
chronic maintenance drugs only.

**SPECIAL NOTE:**  
Medicare Eligible Retirees Can  
Purchase Prescriptions From The  
University Hospital Pharmacy at  
Cost.

**About Your Premiums**  
(Based on monthly premium payments)**GA HIGHER EDUCATION  
SAVING PLAN (GA HESP)**

You will need to contact GA HESP  
directly for information at  
877-424-4377 or (web address)  
[www.gacollegesavings.com](http://www.gacollegesavings.com)

**ING/ReliaStar LIFE**

Portable Term Life Insurance  
Employee, Spouse, and Child Life  
Insurance with AD&D Benefit

Initial paperwork will be sent to you  
from Human Resources when you  
retire. You will need to contact  
ING/ReliaStar directly for  
information at 1-800-328-4090.

\*\*Premium will vary based on your  
coverage amount and age. You will  
pay directly to ING/ReliaStar.

**AIG  
Insurance Policies  
Cancer and Accident**

If you would like to continue these  
policies you will need to contact  
AIG directly at 1-800-308-6457.

All payments are made directly to  
AIG.

**SPECIAL NOTE:**  
You will not receive AIG  
continuation information from the  
University Hospital Human  
Resources department.

**UNUM Long Term Care  
Colonial Universal Life Insurance  
Medical Bridge  
Short Term Disability**

If you would like to continue these  
policies you will need to contact  
Colonial/UNUM directly at 1-706-  
667-8227 or 1-888-744-2023.

All payments are made directly to  
Colonial/UNUM.

**SPECIAL NOTE:**  
You will not receive Colonial/  
UNUM continuation information  
from the University Hospital  
Human Resources department.



# UNIVERSITY HOSPITAL RETIREE RATE SHEET

## 2009

### About Your Premiums

(Based on monthly premium payments)

#### University Health Plans Monthly Premiums for UH Retirees Under Age 65 (Non-Medicare Eligible).

Retiree Only	\$105.99
Retiree + Child	\$170.88
Retiree + Children	\$199.00
Retiree + Spouse	\$239.02
Family	\$279.03

#### Coventry Medicare/Supplemental Medical Benefit Rates

At Age 65 or Once Medicare Eligible  
Retiree and or Spouse Monthly Rates are  
Based on State of Residency. (Retirees of  
UH with 30 or more Years of continuous  
service are FREE.)

#### Premium Plan

STATE	PREMIUM
Florida	\$161.40
Georgia	\$64.72
North Carolina	\$113.26
South Carolina	\$130.11
West Virginia	\$111.90
Texas	\$ 84.00
California	\$ 84.00

#### Option I

STATE	PREMIUM
Florida	\$146.40
Georgia	\$49.72
North Carolina	\$98.26
South Carolina	\$115.12
West Virginia	\$96.90
Texas	\$ 69.00
California	\$ 69.00

\* If your state is not listed with a rate, please  
contact Human Resources.

#### Dental Benefits

##### University Health Plans

	Single	Family
High	\$20.50	\$42.00
Low	\$10.50	\$20.50

#### Vision Benefits

##### EyeMed

**SPECIAL NOTE:** Vision coverage  
is no longer a part of the medical  
plan. Please complete the Vision  
enrollment form to elect coverage.

#### Monthly Rates:

Individual	\$7.20
Retiree and Spouse	\$13.68
Retiree and Child(ren)	\$14.40
Retiree and family	\$21.16

Please refer to the 2008 Retiree  
Benefit Guide for details.

#### University Health Plans

##### Prescription Benefit

(Non-Medicare Eligible)

#### UH Pharmacy 30 Day Supply

Tier 1	Generic	\$5.00
Tier 2	Brand	\$15.00
Tier 3	Hi Brand	\$45.00

#### UH Pharmacy 60 Day Supply

*Tier 1	Generic	\$8.00
*Tier 2	Brand	\$25.00
*Tier 3	Hi Brand	\$80.00

#### Mail Order and Other Pharmacies 30 Day Supply

Tier 1	Generic	\$15.00
Tier 2	Brand	\$30.00
Tier 3	Hi Brand	\$65.00

#### Mail Order and Other Pharmacies 60 Day Supply

*Tier 1	Generic	\$30.00
*Tier 2	Brand	\$60.00
*Tier 3	Hi Brand	\$130.00

\*60 Day supply of Catalyst approved  
chronic maintenance drugs only.

#### SPECIAL NOTE:

Medicare Eligible Retirees Can  
Purchase Prescriptions From The  
University Hospital Pharmacy at Cost.

#### Path2College (GA HESP)

You will need to contact GA HESP  
directly for information at  
877-424-4377 or (web address)  
www.gacollegesavings.com

#### ING/ReliaStar LIFE

Portable Term Life Insurance  
Employee, Spouse, and Child Life  
Insurance with AD&D Benefit

Initial paperwork will be sent to you  
from Human Resources when you  
retire. You will need to contact  
ING/ReliaStar directly for  
information at 1-800-328-4090.

\*\*Premium will vary based on your  
coverage amount and age. You will  
pay directly to ING/ReliaStar.

#### AIG

Insurance Policies  
Cancer and Accident

If you would like to continue these  
policies you will need to contact  
AIG directly at 1-800-308-6457.

All payments are made directly to  
AIG.

#### SPECIAL NOTE:

You will not receive AIG  
continuation information from the  
University Hospital Human  
Resources department.

Unum Long Term Care  
Colonial Universal Life Insurance  
Medical Bridge  
Short Term Disability

If you would like to continue these  
policies you will need to contact  
Colonial/UNUM directly at 1-706-  
667-8227 or 1-888-744-2023.

All payments are made directly to  
Colonial/UNUM.

#### SPECIAL NOTE:

You will not receive Colonial /  
UNUM continuation information  
from the University Hospital  
Human Resources department.

Exhibit A





# Retiree Benefit Summary Guide 2015



**SUMMARY ANNUAL REPORT  
FOR  
Health Benefit Plan for Employees of University Health, Inc.**

This is a summary of the annual report of the Health Benefit Plan for Employees of University Health, Inc., EIN 58-1581102, Plan No. 501, for period January 01, 2013 through December 31, 2013. The annual report has been filed with the Employee Benefits Security Administration, U.S. Department of Labor, as required under the Employee Retirement Income Security Act of 1974 (ERISA).

University Health, Inc. has committed itself to pay medical and dental claims incurred under the terms of the plan.

**Insurance Information**

The plan has contracts with American Heritage Life (Allstate), Horizon Behavioral Health, LLC, United Concordia Insurance Company, Fidelity Security Life Insurance (Eyemed), Life Insurance Company of North America and United Healthcare (AARP) to pay health, dental, vision, life insurance, long-term disability, short-term disability, employee assistance program, AD&D, accident, critical illness, supplemental life and supplemental AD&D claims incurred under the terms of the plan. The total premiums paid for the plan year ending December 31, 2013 were \$4,820,052.

Because the United Concordia contract is a so called "experience-rated" contract, the premium costs are affected by, among other things, the number and size of claims. Of the total insurance premiums paid for the plan year ending December 31, 2013, the premiums paid under the "experience-rated" contract were \$1,942,251 and the total of all benefit claims paid under the contract during the year was \$1,564,668.

**Your Rights To Additional Information**

You have the right to receive a copy of the full annual report, or any part thereof, on request. The items listed below are included in that report:

- Insurance information, including sales commissions paid by insurance carriers;

To obtain a copy of the full annual report, or any part thereof, write or call the office of University Health, Inc. at 1350 Walton Way, Augusta, GA 30901, or by telephone at (706) 722-9011. The charge to cover copying costs will be \$6.75 for the full annual report, or \$0.25 per page for any part thereof.

You also have the legally protected right to examine the annual report at the main office of the plan (University Health, Inc., 1350 Walton Way, Augusta, GA 30901) and at the U.S. Department of Labor in Washington, D.C., or to obtain a copy from the U.S. Department of Labor upon payment of copying costs. Requests to the Department should be addressed to: Public Disclosure Room, Room N1513, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.





Re: Fw: Retirement  
Lori Best to: Donna Spires

05/01/2018 03:04 PM

History: This message has been replied to.

Donna Spires	Fw: Retirement
Lori Best	<i>Fw: Retirement</i>
Lori Best	<i>Any days you take off would not pose a problem with your benefits. I've</i>
Donna Spires	<i>Thanks again Lori, for all your help! Donna Spires, Executive As</i>

Any days you take off would not pose a problem with your benefits.

I've notified Carla that you'll be eligible for the free supplement due to the 30 year requirement reached.

I won't notify Carla again of anything except that your intended retirement date will be 10/31/18.

Feel free to reach out to her regarding anything else.

Lori Best, MBA, CPAR  
Human Resources  
Benefits Analyst  
University Hospital  
1350 Walton Way  
Augusta, GA 30901  
(706) 774-5884 phone  
(706) 774-8977 fax



Donna Spires Lori, I don't know if you need a copy of this but c...

05/01/2018 11:00:34 AM

From: Donna Spires/UHS/UHI  
To: Lori Best/UHS/UHI@UHSMail,  
Date: 05/01/2018 11:00 AM  
Subject: Fw: Retirement

Lori, I don't know if you need a copy of this but could you please confirm that being on vacation on my 60th birthday (on 10/21) does not cause a problem with starting my benefits on 10/31, and that I will qualify for the Medicare supplement paid by University since I have been here more than the required 30 years? Also, when do I need to contact Carla again, or will you do that? Let me know if there is anything



Head Capital Advisors - University Hospital Retirees  
P.O. Box 16337  
Augusta, Georgia 30919  
706-733-5501

Date: 12/11/19

Dear Retiree/Spouse [Redacted]

I see where your 65<sup>th</sup> birthday is coming up on 2-11-20 and you will then be on Medicare effective 2-1-20.

Part of my job as the University Hospital Account Manager is to assist you with all your Medicare needs such as a Medicare Supplement and Medicare Part D Drug plan. Hospital policy states that once you become Medicare eligible, you must come off the group medical plan. I help all retirees and their spouses with this.

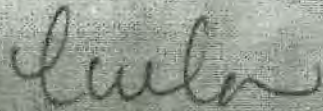
I have requested that a Medicare Supplement packet be mailed to you from UHC/AARP. When you receive it, please give me a call at 706-733-5501. (The packet will say that it was sent to you on behalf of University Health Services.)

w/ 33 years it will be free -  
In the meantime, please complete the attached Part D drug information sheet and mail back to me so I can begin working on it.

I will wait to hear back from you regarding your supplement packet. Once received, I can then schedule you to come in so we can go over everything.

Feel free to call me regarding any questions.

Thanks,



Carla James  
Account Manager  
University Hospital Retirees  
706-733-5501

/cj





January 24, 2023

This notice is to follow up on prior communications about the health benefits for retirees of Piedmont Augusta who had 30+ years of employment. Piedmont has received and considered feedback from several retirees, including Robert Taylor, as a representative of this group on 12/20/22, and Robert Taylor Deborah Mangum and Ken Sweatman on 1/11/23. Piedmont continues to offer these health benefits and no changes are planned at this time. Piedmont will continue to communicate with Mr. Taylor, Ms. Mangum and Mr. Sweatman going forward and in advance of any possible changes to this voluntary program in the future.

A handwritten signature in cursive script, reading "Vicki Cansler".

Vicki Cansler  
Chief Human Resources Officer  
Piedmont Healthcare, Inc.

A handwritten signature in cursive script, reading "Scott Hill".

Scott Hill  
Senior Vice President  
Piedmont Healthcare, Inc.







### **Executive Restrictive Covenant and Severance Agreement**

This Executive Restrictive Covenant and Severance Agreement ("Agreement") is entered into this 20th day of January, 2022, by and between Piedmont Healthcare, Inc. including its subsidiaries, affiliates, divisions, successors, and related entities ("Piedmont"), University Health Services, Inc. ("UHS") and James Davis ("Executive").

**WHEREAS**, Executive is currently employed as the Chief Executive Officer of UHS; and

**WHEREAS**, UHS and Piedmont are in the process of pursuing an affiliation transaction, pursuant to which Piedmont will become the sole and controlling member of UHS and will operate UHS and affiliated companies as a part of the Piedmont system (the "Affiliation"); and

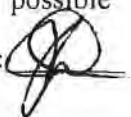
**WHEREAS**, Piedmont recognizes that Executive's continued leadership of UHS is essential for the successful integration of UHS into the Piedmont system and Piedmont wishes to provide incentives to Executive to encourage Executive to remain employed and committed to the success of UHS and Piedmont; and

**WHEREAS**, Executive acknowledges and agrees that Piedmont is engaged in the highly competitive multi-disciplinary, full-service healthcare industry, by which it, through its employees, provides medical services to residents of its communities. Piedmont's engagement in this business has involved and continues to involve the expenditure of substantial amounts of money and the use of skills developed over a long period. As a result of these investments of money, skill and time, Piedmont has developed and will continue to develop certain valuable Trade Secrets and Confidential Information that are peculiar to Piedmont's business and the disclosure of which would cause Piedmont great and irreparable harm. Piedmont also has invested a great deal of time and money in developing relationships with its employees, patients and customers; and

**WHEREAS**, Executive acknowledges and agrees that in rendering services following the Affiliation, Executive will be exposed to and learn much information about Piedmont's business, including valuable Confidential Information and Trade Secrets, which Executive would not have access to if not for Executive's employment and which it would be unfair to disclose to others, or to use to Piedmont's disadvantage; and

**WHEREAS**, Executive acknowledges and agrees that the restrictions contained in this Agreement are necessary and reasonable to protect Piedmont's legitimate business interests in its Trade Secrets, valuable Confidential Information, relationships and goodwill with its employees and relationships and goodwill with its existing and prospective customers; and

**WHEREAS**, Executive acknowledges that Executive's skills, education and training qualify Executive to work and obtain employment which does not violate this Agreement and that the restrictions in this Agreement have been crafted as narrowly as reasonably possible

Executive's Initials: 







to protect Piedmont's legitimate business interests in its Trade Secrets, valuable Confidential Information, relationships and goodwill with its employees and relationships and goodwill with existing and prospective customers.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby expressly acknowledged, the parties agree as follows:

**1. Closing of Affiliation as Condition Precedent.**

The parties acknowledge and agree that the closing of the Affiliation is a condition precedent to this Agreement. Should the Affiliation fail to close for any reason, this Agreement shall be of no force or effect.

**2. Termination of CEO Severance Agreement.**

Executive and UHS are parties to that certain CEO Severance Agreement effective June 1, 2010, ("Severance Agreement"). Executive and UHS acknowledge and agree that the Severance Agreement shall be terminated and superseded in full by this Agreement, contingent on the closing of the Affiliation Transaction and effective upon the closing of the Affiliation Transaction.

**2. Continued Employment Following the Affiliation.**

Following the closing of the Affiliation, Executive will continue his employment as the Chief Executive Officer of Piedmont Augusta and Piedmont McDuffie and shall have responsibility for the Piedmont Augusta Regional Clinical Hub. Executive agrees to remain employed in this capacity for the 6-month period immediately following the closing date of the Affiliation (the "Initial Transition Period").

**3. Enhanced Severance Pay Opportunity During Initial Transition Period.**

In consideration of Executive's agreement to continue his employment as the Chief Executive Officer through the Initial Transition Period and Executive's other promises set forth in this Agreement, Piedmont and UHS will allow Executive until the end of the Initial Transition Period to decide whether to continue employment or voluntarily resign. If, prior to the end of the Initial Transition Period, Executive notifies Piedmont in writing of his intent to resign his employment following the Initial Transition Period and provides at least 60 days' notice prior to the effective date of such resignation, Executive shall be entitled to receive the following as Severance Pay following Executive's separation from service (within the meaning of Section 409A of the Internal Revenue Code):

- a. Continued payment of Executive's base salary as of the end of the Initial Transition Period for 36 consecutive months following Executive's separation from

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service. Such payments will be made on Piedmont's regular pay dates and will be subject to taxes, FICA, and all other appropriate withholdings and deductions.

b. A one-time lump sum payment in a gross amount equivalent to the sum of the following (the "Benefits Payment"). The Benefits Payment will be made in a lump sum on or before the 60<sup>th</sup> day following Executive's separation from service and shall be subject to taxes, FICA and all other appropriate withholdings and deductions.

(i) the total premiums Executive would be required to pay under COBRA in order to maintain Executive's then-current medical and dental benefits at the same level for 36 months;

(ii) the total premiums Executive would be required to pay to continue any employer-paid life insurance at the time of his separation from service for 36 months;

(iii) the total premiums Executive would be required to pay to continue any employer-paid individual long-term disability plan in place at the time of his separation from service;

(iv) the total amount of cash compensation Executive would have continued to receive pursuant to the University Health Services, Inc. CEO Supplemental Executive Retirement Plan dated June 1, 2010 for a period of 36 months.

Executive shall have no right to any Severance Pay under this Agreement or otherwise if Executive resigns his employment effective during the Initial Transition Period or resigns after the Initial Transition Period.

**4. Termination by Piedmont During the Initial Transition Period.**

Executive shall be entitled to receive the Severance Pay described in Paragraph 3 above if his employment with Piedmont is terminated without Cause during the Initial Transition Period. If Executive is terminated by Piedmont for Cause as defined below during the Initial Transition Period, then Executive shall have no right to any Severance Pay under this Agreement or otherwise. For purposes of this Agreement, "Cause" shall mean:

a. Executive's willful failure or refusal to substantially perform the Executive's duties of employment promptly after written notice thereof is given to the Executive;

b. Executive's gross negligence or willful misconduct (including, but not limited to, acts of fraud, criminal activity, professional misconduct, dishonesty, violation of Piedmont's policies of Code of Conduct, or breach of trust or fiduciary duty) in connection with the performance of the Executive's duties and responsibilities to Piedmont or with regard to Piedmont or its assets;

Executive's Initials

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c. Executive's indictment for conviction of, or plea of guilty or nolo contendere to, a felony or other crime involving fraud, dishonesty or moral turpitude; or

d. Executive's intentional breach of any nondisclosure, confidentiality, noncompetition or other agreement with Piedmont.

**5. Release Agreement.**

Piedmont in its sole discretion shall develop a form release which Executive shall be required to timely and unconditionally execute as a condition to Executive's entitlement to receive the Severance Pay. Executive's failure or refusal to execute a release satisfactory to Piedmont shall result in the forfeiture of Executive's right to the Severance Pay under the terms of this Agreement.

**6. Employment Following the Initial Transition Period.**

If Executive does not notify Piedmont of his resignation by the end of the Initial Transition Period and continues employment with Piedmont after the Initial Transition Period, Executive will become eligible to participate in the Piedmont Healthcare, Inc. Executive Severance Plan. Executive's eligibility for severance pay will be determined according to the terms of such Plan and Executive shall not be entitled to receive the Severance Pay described in this Agreement.

**7. Restrictive Covenants.**

a. Non-Competition. Executive agrees that during Executive's employment with Piedmont, Executive will not compete with Piedmont or engage in any activity or pursue any interest that in any way conflicts with Piedmont's interests. Executive agrees that during Executive's employment with Piedmont, Executive shall devote substantially all of Executive's time, energy and skill during regular business hours to the performance of the duties of Executive's employment (vacations and reasonable absences due to illness excepted), shall faithfully and industriously perform such duties and shall diligently follow and implement all management policies and decisions of Piedmont. Executive further agrees that for a period of 36 consecutive months following the termination of his employment for any reason (the "Restricted Period"), Executive shall not (either on Executive's own behalf or on another's behalf) perform job activities of the type Executive conducted, authorized, offered, or provided for Piedmont within the two years prior to Executive's termination to or for the benefit of any hospital or other healthcare provider which (i) is within a twenty-five (25) mile radius of any Piedmont facility at the time of Executive's termination, which Executive agrees is the Territory in which Executive provided, directly or indirectly, executive or management services or advice at the time of Executive's termination, and (ii) competes with Piedmont by regularly offering or providing any medical services in the Territory that are the same as or substantially similar to the medical services that are provided by Piedmont in the

Executive's Initials:

A handwritten signature in black ink, appearing to be a stylized 'P' or similar monogram, written over a horizontal line.





Territory at the time of Executive's termination. Executive agrees that because of the nature of Piedmont's business, the nature of Executive's job responsibilities, and the nature of the Confidential Information and Trade Secrets of Piedmont to which Piedmont will give Executive access, any breach of this provision by Executive would result in the inevitable disclosure of Piedmont's Trade Secrets and Confidential Information to its direct competitors.

b. Non-Solicitation of Employees. Executive agrees that during Executive's employment with Piedmont and during the Restricted Period, Executive will not recruit, hire or attempt to recruit or hire, or solicit or encourage to leave their employment with Piedmont (either directly or by assisting others) any other employee of Piedmont with whom Executive had Material Contact during the last two years of Executive's employment. For purposes of this Section "Material Contact" means contact for the purpose of furthering Piedmont's business.

c. Non-Solicitation of Customers. Executive agrees that during Executive's employment with Piedmont and during the Restricted Period, Executive will not solicit or attempt to solicit (either directly or by assisting others) any business from Piedmont's customers or patients, or prospective customers or patients which are actively being sought by Piedmont with the type of services provided by Piedmont at the time of Executive's termination. This restriction shall apply only to customers and patients and prospective customers and patients with whom Executive had Material Contact during the last two years of Executive's employment. For purposes of this Section "Material Contact" means contact between Executive and an existing or prospective customer or patient of Piedmont: (a) with whom Executive dealt on behalf of Piedmont within two years prior to the date of Executive's termination; (b) whose dealings with Piedmont were coordinated or supervised by Executive within two years prior to the date of Executive's termination; (c) about whom Executive obtained Confidential Information in the ordinary course of business as a result of Executive's association with Piedmont within two years prior to the date of Executive's termination; or (d) who receives services authorized by Piedmont, the sale or provision of which results or resulted in compensation, commissions, or earnings for Executive within two years prior to the date of Executive's termination.

d. Confidentiality. During Executive's employment and at any time after termination of Executive's employment for any reason, Executive will not publish or disclose, use for Executive's own benefit or the benefit of others, or divulge or convey to others, any Trade Secrets of Piedmont or that of third parties obtained by Executive in the course of Executive's employment. "Trade Secret" means any and all information, knowledge or data in any form whatsoever, tangible or intangible, that is considered a trade secret under applicable law. This promise of confidentiality is in addition to, and does not limit, any common law or statutory rights of Piedmont to prevent disclosure, publication or use of its Confidential Information or Trade Secrets. Executive further agrees that during Executive's employment, and at any

Executive's Initials

A handwritten signature in dark ink, appearing to be a stylized 'J' or 'P' followed by a flourish, written over a horizontal line.





time after the termination of Executive's employment for any reason, Executive will not publish or disclose, use for Executive's own benefit or the benefit of others, or divulge or convey to others, any Confidential Information of Piedmont. "Confidential Information" means any and all Piedmont data and information in any form whatsoever, tangible or intangible, which: relates to the business of Piedmont, regardless of whether the data or information constitutes a Trade Secret; is disclosed to Executive or of which Executive became aware as a consequence of Executive's relationship with Piedmont; has value to Piedmont; and is not generally known to Piedmont's competitors. Confidential Information includes Piedmont's Trade Secrets, Piedmont's methods of operation, names of Piedmont customers and patients, price lists, Piedmont's financial information and projections, and personnel data on Piedmont employees. Confidential Information does not include data or information: (a) which has been voluntarily disclosed to the public by Piedmont, except where such public disclosure has been made by Executive without authorization from Piedmont; (b) which has been independently developed and disclosed by others; or (c) which has otherwise entered the public domain through lawful means. This promise of confidentiality is in addition to, and does not limit, any common law or statutory rights of Piedmont to prevent disclosure, publication or use of its Confidential Information.

e. Non-Disparagement. Executive agrees that during Executive's employment with Piedmont and for a period of three (3) years following the termination of Executive's employment with Piedmont, Executive will not take any action or make any statement which disparages Piedmont or its practices or which disrupts or impairs Piedmont's normal operations. Nothing in this provision shall limit any common law or statutory rights of Piedmont or obligations of Executive.

## 8. Miscellaneous.

a. Executive and Piedmont agree that this Agreement does not create any rights in Executive except the potential right to receive severance pay in accordance with this Agreement. All covenants, terms and provisions shall inure to the benefit of and be enforceable by Piedmont and its successors, assigns, and successors-in-interest, including, without limitation, any corporation, partnership, or other entity with which Piedmont may be merged or by which it may be acquired. Executive may not assign Executive's rights and obligations under this Agreement to any other party.

b. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to principles of conflict of laws.

c. This Agreement may not be amended or modified otherwise than by a written agreement executed by the Parties hereto or their respective successors and legal representatives.

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d. Any action brought to interpret, enforce, or seek remedy for the breach of any provision of this Agreement shall be brought only in the state or federal courts situated in Fulton County, Georgia. The parties hereby acknowledge the proper venue of such courts for any such dispute and submit to the personal jurisdiction thereof.

e. Each party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice in advance of entering this Agreement. Each party has cooperated in the drafting, negotiation and preparation of this Agreement, so if any construction is to be made of this Agreement, it shall be made against any party.

9. **Entire Agreement.**

This Agreement contains the entire understanding between the parties in relation to the terms of Executive's potential severance pay during the Initial Transition Period and the restrictive covenants to which Executive is bound. This Agreement may not be amended, modified, or changed (in whole or in part), except in a written agreement expressly referring to this Agreement that is executed by Executive and Piedmont.

10. **Section 409A Compliance.**

It is the intent of the parties that this Agreement shall be interpreted and administered in a manner so that any amount or benefit payable hereunder shall be paid or provided in a manner that is either exempt from or compliant with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable Internal Revenue Service guidance and Treasury Regulations issued thereunder (and any applicable transition relief under Section 409A of the Code). Neither Piedmont nor its directors, officers, employees or advisers shall be held liable for any taxes, interest, penalties, or other monetary amounts owed by Executive as a result of the application of Section 409A of the Code.

Notwithstanding anything in this Agreement to the contrary, to the extent that the payments under this Agreement constitute non-exempt "deferred compensation" for purposes of Section 409A of the Code ("Non-Exempt Deferred Compensation") and would otherwise be payable or distributable hereunder by reason of Executive's termination of Employment, such amounts will not be payable or distributable to Executive unless the circumstances giving rise to such termination of Employment meet any description or definition of "separation from service" in Section 409A of the Code and applicable regulations (without giving effect to any elective provisions that may be available under such definition). This provision does not prohibit the vesting of any amount upon Executive's termination of Employment or the determination of the amounts owed to him due to such termination. If this provision prevents the payment or distribution of any amount or benefit, such payment or distribution shall be made on the date, if any, on which an event occurs that constitutes a Section 409A-compliant "separation from service."

A handwritten signature in black ink, appearing to be a stylized 'J' or 'K' followed by a flourish.





Whenever in this Agreement the provision of payment is conditioned on Executive's execution and non-revocation of the release, provided that the release has been timely delivered to Executive not later than ten (10) days after the date of termination of employment, such release must be executed, and all revocation periods (which periods may not exceed seven (7) days) shall have expired, within sixty (60) days after the date of termination of Executive's employment, failing which such payment or benefit shall be forfeited. If such payment or benefit constitutes Non-Exempt Deferred Compensation, and if such 60-day period begins in one calendar year and ends in the next calendar year, the payment or benefit shall not be made or commence before the second such calendar year, even if the release becomes irrevocable in the first such calendar year. In other words, Executive is not permitted to influence the calendar year of payment based on the timing of his signing of the release.

JAMES R. DAVIS  
Executive

[Signature]  
Executive Signature

1/20/2022  
Date

By: [Signature]

Title: CHRO  
PIEDMONT HEALTHCARE, INC.

1/26/22  
Date

By: [Signature]

Title: Board Chairman  
UNIVERSITY HEALTH SERVICES, INC.

1/07/2022  
Date



STATE OF GEORGIA )  
 )  
COUNTY OF RICHMOND )

**VERIFICATION**

Personally appeared before the undersigned attesting authority, duly authorized to administer oaths, Robert M. Taylor, who after first being duly sworn, states that (s)he has read the attached Interrogatory, and the facts contained therein are true and correct.

This 16 day of Feb., 2023.

Sworn to and subscribed before me )  
this 16 day of Feb, 2023. )  
 )  
Janet Mullidge )  
Notary Public, Columbia County, )  
State of Georgia )

Robert M. Taylor

My Commission Expires: )  
1/19/2027 )



STATE OF GEORGIA )  
 )  
COUNTY OF RICHMOND )

VERIFICATION

Personally appeared before the undersigned attesting authority, duly authorized to administer oaths, Deborah R Mangum who after first being duly sworn, states that (s)he has read the attached complaint, and the facts contained therein are true and correct.

This 10<sup>th</sup> day of March, 2023.

Sworn to and subscribed before me )  
this 10<sup>th</sup> day of March, 2023. )  
 )  
Harriet Gullledge )  
Notary Public, Columbia County, )  
State of Georgia )

Deborah R Mangum

My Commission Expires: )  
1/19/2027 )



STATE OF GEORGIA )  
 )  
COUNTY OF RICHMOND )

VERIFICATION

Personally appeared before the undersigned attesting authority, duly authorized to administer oaths, LEONARD K. SWEATMAN, who after first being duly sworn, states that (s)he has read the attached LAW SUIT, and the facts contained therein are true and correct.

This 16<sup>TH</sup> day of FEBRUARY, 2023.

Sworn to and subscribed before me  
this 16 day of FEB, 2023.

[Signature]  
Notary Public, Richmond County,  
State of Georgia

Leonard K. Sweatman

My Commission Expires:

1/27



STATE OF GEORGIA )  
 )  
COUNTY OF RICHMOND )

VERIFICATION

Personally appeared before the undersigned attesting authority, duly authorized to administer oaths, Sarah W. Aleem, who after first being duly sworn, states that (s)he has read the attached complaint, and the facts contained therein are true and correct.

This 16 day of Feb, 2023.

Sworn to and subscribed before me )  
this 16 day of February 7, 2023. )  
 )  
Tessie B. Atkins )  
Notary Public, Columbia County, )  
State of Georgia )

Sarah W. Aleem

My Commission Expires: 1/23/2024 )  
 )





STATE OF GEORGIA )  
 )  
COUNTY OF RICHMOND )

VERIFICATION

Personally appeared before the undersigned attesting authority, duly authorized to administer oaths, Harve Telford, who after first being duly sworn, states that (s)he has read the attached Complaint, and the facts contained therein are true and correct.

This 14 day of Feb, 2023.

Sworn to and subscribed before me )  
this 16<sup>th</sup> day of February, 2023. )  
 )  
Glenn Sledge )  
Notary Public, Columbia County, )  
State of Georgia )

Harve Telford

My Commission Expires: )  
1/19/2027 )

STATE OF GEORGIA )  
 )  
COUNTY OF RICHMOND )

**VERIFICATION**

Personally appeared before the undersigned attesting authority, duly authorized to administer oaths, Bethy M. Allen, who after first being duly sworn, states that (s)he has read the attached complaint, and the facts contained therein are true and correct.

This Feb day of 16, 2023.

Sworn to and subscribed before me  
this 16 day of Feb, 2023.

Pamela Hensley Long  
Notary Public, Richmond County,  
State of Georgia

Bethy Allen

My Commission Expires:

1/19/2027





STATE OF GEORGIA )  
 )  
COUNTY OF RICHMOND )

**VERIFICATION**

Personally appeared before the undersigned attesting authority, duly authorized to administer oaths, Carrie L Anderson, who after first being duly sworn, states that (s)he has read the attached law suit, and the facts contained therein are true and correct.

This 2 day of 16, 2023.

Sworn to and subscribed before me )  
this 16 day of Feb, 2023. )  
 )  
[Signature] )  
Notary Public, Richmond County, )  
State of Georgia )

Carrie L. Anderson

My Commission Expires: )  
Jan 19, 2027 )

STATE OF GEORGIA )  
 )  
COUNTY OF RICHMOND )

VERIFICATION

Personally appeared before the undersigned attesting authority, duly authorized to administer oaths, Sheila S. Ash, who after first being duly sworn, states that (s)he has read the attached complaint, and the facts contained therein are true and correct.

This 6<sup>th</sup> day of March, 2023.

Sworn to and subscribed before me )  
this 6<sup>th</sup> day of March, 2023. )  
Robin Melles )  
Notary Public, COLUMBIA County, )  
State of Georgia )

Sheila S. Ash

My Commission Expires: )  
2-22-2027 )





STATE OF GEORGIA )  
 )  
COUNTY OF RICHMOND )

VERIFICATION

Personally appeared before the undersigned attesting authority, duly authorized to administer oaths, Tessie B. Atkins, who after first being duly sworn, states that (s)he has read the attached complaint, and the facts contained therein are true and correct.

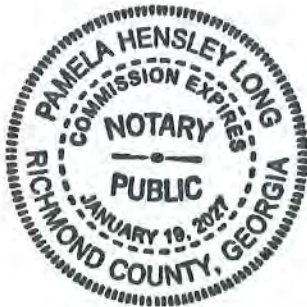
This 16 day of February, 2023.

Sworn to and subscribed before me  
this 16 day of Feb, 2023.

Pamela Hensley Long  
Notary Public, \_\_\_\_\_ County,  
State of Georgia

Tessie B. Atkins

My Commission Expires:  
\_\_\_\_\_







STATE OF GEORGIA )  
 )  
COUNTY OF RICHMOND )

VERIFICATION

Personally appeared before the undersigned attesting authority, duly authorized to administer oaths, MARY H BARNETT, who after first being duly sworn, states that (s)he has read the attached LAW SUIT, and the facts contained therein are true and correct.

This 16 day of Feb., 2023.

Sworn to and subscribed before me )  
this 16<sup>th</sup> day of February, 2023. )  
 )  
[Signature] )  
Notary Public, Richmond. County, )  
State of Georgia )

Mary H Barnett

My Commission Expires: )  
Jan. 19, 2027. )

STATE OF GEORGIA )

COUNTY OF RICHMOND )

VERIFICATION

Personally appeared before the undersigned attesting authority, duly authorized to administer oaths, Ben Bell Thompson, who after first being duly sworn, states that (s)he has read the attached Complaint, and the facts contained therein are true and correct.

This 16 day of February, 2023.

Sworn to and subscribed before me  
this 16<sup>th</sup> day of February, 2023.

Robin Melles  
Notary Public, COLUMBIA County,  
State of Georgia

Ben Bell Thompson

My Commission Expires:

1-22-2027





STATE OF GEORGIA )  
 )  
COUNTY OF RICHMOND )

VERIFICATION

Personally appeared before the undersigned attesting authority, duly authorized to administer oaths, Bobbi Benefield, who after first being duly sworn, states that (s)he has read the attached complaint, and the facts contained therein are true and correct.

This 16 day of Feb, 2023.

Sworn to and subscribed before me )  
this 16 day of Feb, 2023. )  
Pamela Hensley Long )  
Notary Public, Richmond County, )  
State of Georgia )

Bobbi Benefield

My Commission Expires: )  
1/19/2027 )



STATE OF GEORGIA )  
 )  
COUNTY OF RICHMOND )

VERIFICATION

Personally appeared before the undersigned attesting authority, duly authorized to administer oaths, Joyce Bishop, who after first being duly sworn, states that (s)he has read the attached COMPLAINT, and the facts contained therein are true and correct.

This 16 day of FEBRUARY, 2023.

Sworn to and subscribed before me )  
this 16 day of February, 2023. )

Tessie B. Atkins )  
Notary Public, Columbia County, )  
State of Georgia )

My Commission Expires: 4/23/2027 )  
 )

Joyce Bishop





STATE OF GEORGIA )  
 )  
COUNTY OF RICHMOND )

VERIFICATION

Personally appeared before the undersigned attesting authority, duly authorized to administer oaths, Darlene F. Boyd, who after first being duly sworn, states that (s)he has read the attached Complaint, and the facts contained therein are true and correct.

This 16 day of February, 2023.

Sworn to and subscribed before me  
this 16 day of February, 2023.

Tessie B. Atkins  
Notary Public, Columbia County,  
State of Georgia

My Commission Expires: 1/23/2027

Darlene F. Boyd



STATE OF GEORGIA )  
 )  
COUNTY OF RICHMOND )

**VERIFICATION**

Personally appeared before the undersigned attesting authority, duly authorized to administer oaths, Charles R. Brady, who after first being duly sworn, states that (s)he has read the attached Complaint, and the facts contained therein are true and correct.

This 16 day of Feb, 2023.

Sworn to and subscribed before me )  
this 16 day of Feb, 2023. )  
[Signature] )  
Notary Public, Columbia County, )  
State of Georgia )

Charles Brady

My Commission Expires: )  
11/19/2027 )



STATE OF GEORGIA )  
 )  
COUNTY OF RICHMOND )

**VERIFICATION**

Personally appeared before the undersigned attesting authority, duly authorized to administer oaths, Angela D Brown, who after first being duly sworn, states that (s)he has read the attached Complaint, and the facts contained therein are true and correct.

This 6 day of March, 2023.

Sworn to and subscribed before me )  
this 6<sup>th</sup> day of March, 2023. )  
 )  
Marinet Hueb )  
Notary Public, Columbia County, )  
State of Georgia )

Angela D Brown

My Commission Expires: )  
1/19/2027 )

STATE OF GEORGIA )  
 )  
COUNTY OF RICHMOND )

VERIFICATION

Personally appeared before the undersigned attesting authority, duly authorized to administer oaths, Colleen D. Brown, who after first being duly sworn, states that (s)he has read the attached Complaint, and the facts contained therein are true and correct.

This 16 day of February, 2023.

Sworn to and subscribed before me )  
this 16<sup>th</sup> day of February, 2023. )  
 )  
Stanley Gue )  
Notary Public, Columbia County, )  
State of Georgia )

Colleen D. Brown

My Commission Expires: )  
7/19/2027 )



STATE OF GEORGIA )  
 )  
COUNTY OF RICHMOND )

**VERIFICATION**

Personally appeared before the undersigned attesting authority, duly authorized to administer oaths, Deborah S Boske, who after first being duly sworn, states that (s)he has read the attached Complaint, and the facts contained therein are true and correct.

This 16<sup>th</sup> day of February, 2023.

Sworn to and subscribed before me  
this 16<sup>th</sup> day of February, 2023.

Harriet Huelke  
Notary Public, Columbia County,  
State of Georgia

Deborah S Boske

My Commission Expires:

1/19/2027